



Lincolnville Telephone Company
Family of companies
serving Maine's
Telecommunications needs since 1904

133 Back Meadow Road
Nobleboro, ME 04555-9254
207-563-9911



June 9, 2014

Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: (FCC) WC Docket No. 10-90 Annual Reporting – FCC Form 481, Filings Pursuant to FCC Rule §54.313 and Low Income Support (Lifeline) Filings Pursuant to FCC Rule §54.422 by Lincolnville Networks, Inc., Inc.

Enclosed are paper copies of the information filed today with USAC: FCC Form 481 and attachments, Program Year 2015

Please contact me with any questions.

Sincerely,

James A Sanborn
Controller
Lincolnville Networks, Inc.
207-563-9911
jims@lintelco.net

Received & Inspected

JUN 16 2014

FCC Mail Room

No. of Copies rec'd _____
List ABCDE _____

0



FCC FORM 481

[USAC Home](#) | [High Cost Program](#) | [Search Tools](#) | [Form 481](#)

Received & inspected

CONFIRMATION

~~JUN 10 2014~~

FCC Mail Room

Congratulations. Your filing has been successfully certified.

Filing 2 was successfully certified on Mon 9 Jun 14 01:45:55 PM EDT by shirleym@lintelco.net .

SAC : 100003

SPIN : 143001269

Carrier Name : LINCOLNVILLE TELEPHONE COMPANY

Program Year : 2015

[Return to 481 Search](#)

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[Website & Privacy Policies](#)

100003 LINCOLNVILLE TELEPHONE COMPANY 2015 Jim Sanborn 2075639910 ext. jims@lintelco.net	Received & Inspected JUN 10 2014 FCC Mail Room
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<010> Study Area Code	100003
<015> Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020> Program Year	2015
<030> Contact Name: Person USAC should contact with questions about this data	Jim Sanborn
<035> Contact Telephone Number: Number of the person identified in data line <030>	2075639910 ext.
<039> Contact Email Address: Email of the person identified in data line <030>	jims@lintelco.net

ANNUAL REPORTING FOR ALL CARRIERS	100003 LINCOLNVILLE TELEPHONE COMPANY 2015 Jim Sanborn 2075639910 ext. jims@lintelco.net	Received & Inspected JUN 10 2014 FCC Mail Room
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<100> Service Quality Improvement Reporting	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<200> Outage Reporting (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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<310> Detail on Attempts (voice)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (attach descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> 100003me510.pdf	(attach descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> 100003me610.pdf	(attach descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<710> Company Price Offerings (broadband)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<800> Operating Companies and Affiliates	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)?	(if yes, complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1000> Voice Services Rate Comparability	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1010> 100003me1010.pdf	(attach descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)?	(if not, check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1110>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<2005>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<3005>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Service Quality Standards and Consumer Protection

The Company has procedures in place to comply with service quality standards and consumer protections.

The Company has incurred an appropriate level of investment in its physical plant, including diverse routing, and is adequately staffed to maintain its physical plant to minimize service issues and respond quickly and ably to appropriately address any service issues and customer complaints. The Company is also adequately staffed to fulfill customer service requests on a timely basis.

The Company has procedures in place to ensure that its customer protection obligations are appropriately discharged. The Company maintains awareness of currently effective Federal and State consumer protection regulations, maintains procedures to comply with these regulations, keeps its employees informed of the procedures, and monitors its employees' compliance with the procedures.

Ability to Remain Functional in Emergency Situations - Sec 54.202(a)(2)

The Company has procedures and facilities in place to remain functional in emergency situations, including backup power at all switching locations in the form of batteries and generators, and ringed and duplicative networks with the ability to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations.

The Company's pricing of fixed voice services, including basic local service rates below \$20 and a federal SLC of \$6.50, computes to a total local rate well under \$30.00. This is well below the reasonable comparability benchmark of \$46.96 issued by the Wireline Competition Bureau.

**(100) Service Quality Improvement Reporting
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jims@intelco.net

<110> Has your company received its ETC certification from the FCC? (yes / no) ☐ ☒

If your answer to Line <110> is yes, do you have an existing §54.202(a) "5

<111> year plan" filed with the FCC? (yes / no) ☐ ☐

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

100003me100.pdf

Name of Attached Document

Please check these boxes below to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How (USF) was used to improve service quality
- <116> How (USF) was used to improve service coverage
- <117> How (USF) was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.

Five-Year Build-Out Plan
For Lincolnville Networks, Inc.

Lincolnville Networks, Inc. (the "Company") is a rate-of-return carrier ETC and hereby submits its five-year build-out plan for the years 2015 through 2019.

The Company serves the following exchanges in midcoast Maine which have a combined population of approximately 2,900 people:

Lincolnville	
Lincolnville Beach	

High cost support will enable the Company to maintain and improve its voice and broadband network serving the entire population of each of the above exchanges. The Company plans to upgrade its network continually throughout the 2015 through 2019 period, primarily in two ways:

- Upgrading of (primarily transmission) central office equipment.
- Deployment of fiber optic cable to the customer premise.

The Company will use all of its high cost support for the maintenance and improvement of its network as described above. The network will be appropriately maintained on an continual basis. The upgrading of central office equipment and deployment of fiber optic cable to the customer premise will proceed consistent with prudent financial management of the Company's funding and resources. Network improvements will provide availability of increased broadband speeds and capability throughout the Company's service area.

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
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<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jims@lntelco.net

<701> Residential Local Service Charge Effective Date
<702> Single State-wide Residential Local Service Charge

1/1/2014

<703>

[illegible]

<701> Residential Local Service Charge Effective Date
<702> Single State-wide Residential Local Service Charge

1/1/2014

[illegible]

(710) Broadband Policy Offerings

Data Collection Form

PCC Form 481

OMB Control No. 3060-0986 / OMB Control No. 3060-0870

1122

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jims@intelco.net

<711>

[illegible]

Matrix Composition Factors

OWS-4000000 No. 1000-0000-0000-0000-0000-0000-0000-0000
July 2013

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jims@lintelco.net

<711>

[illegible]

(800) Operating Companies
 Data Collection Form

FCC Form 481
 OMB Control No. 3060-0955/OMB Cycle No. 3060-0619
 July 2013

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jimsa@intelco.net
<810>	Reporting Carrier	Lincolnvill Networks, Inc.
<811>	Holding Company	Lincolnvill Telephone Company
<812>	Operating Company	Lincolnvill Networks, Inc.

[illegible]

ICS Form 481

Publications

CHINESE UNIVERSITY OF PETROLEUM

Feb 22

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jims@lintelco.net
<810>	Reporting Carrier	Lincolnvillle Networks, Inc.
<811>	Holding Company	Lincolnvillle Telephone Company
<812>	Operating Company	Lincolnvillle Networks, Inc.

[illegible]

(1200) Terms and Condition for Lifeline Customers

Lifeline

Data Collection Form

FCC Form 481

OMB Control No. 3060-0186/0186 Extension: 3060-0186

July 2013

<010>	Study Area Code	100003
<015>	Study Area Name	LINCOLNVILLE TELEPHONE COMPANY
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Jim Sanborn
<035>	Contact Telephone Number - Number of person identified in data line <030>	2075639910 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	jime@intelco.net

100003me1210.pdf

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

Name of Attached Document

<1220> Link to Public Website

HTTP

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,



<1222> Details on the number of minutes provided as part of the plan,



<1223> Additional charges for toll calls, and rates for each such plan.



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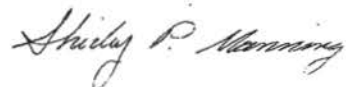
	<u>Section</u>
Definitions	1
General Provisions	2
Service Charges	3
Residential Economy Service	4
Residential Premium Service	5
Business Economy Service	6
Business Premium Service	7

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date: August 30, 2012

Docket No.: 2012-00390



Shirley P Manning

President

DEFINITIONS

Access Line - The facilities from the Telephone Company's Central Office up to and including the Company-provided Network Interface or First Point of Connection located on the Customer's Premises.

Authorized User - The term "Authorized User," as used in connection with retail Provider of Last Resort Service, denotes those individuals authorized by the Telephone Company to use a Customer's telephone service. It includes the members of the same household, employees or agents of the Customer, and residential tenants of hotels, clubs, etc.

Central Office - A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and Trunks or Trunks only. There may be more than one Central Office in a building or Exchange.

Class of Service - The various categories of service generally available to the Customer, such as Business or Residential service.

Commission - The Maine Public Utilities Commission

Company - Lincolnton Networks, Inc., as applicable, a corporation engaged in the business of furnished telephone service to the public under the jurisdiction of the Maine Public Utilities Commission.

Connection Charge - See "Service Connection Charge."

Continuous Property - The plot of ground, together with any buildings thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as Continuous Property provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

Contract - Refers to the agreement, either written or verbal, between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Schedules as approved by the Maine Public Utilities Commission.

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Shirley P Manning

President

Lincolnvile Networks, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions

Section 1
Page 2
Original

Customer - The individual, partnership, association, corporation or other entity which contracts for telephone service and is responsible for the payment of charges and compliance with the terms and conditions of the Company.

Demarcation Point - The point of interconnection or demarcation between Telephone Company communication facilities and customer-premises wire or Terminal Equipment at a Subscriber's Premises. The demarcation point between Company facilities and Customer premise wire on the Subscriber's side of the Company's protector (or the equivalent thereof in cases where a protector is not employed) at the Network Interface, or if there is no Network Interface, at, but not including, the protector or equivalent.

Exchange - A basic geographical unit established for the administration of telephone service in a specific area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may consist of one or more Central Offices, together with the associated plant, equipment, and facilities used in furnishing communication service within the area.

Exchange Area - The territory served by an Exchange.

Home Exchange - The Exchange in which the customer is located and service is provided.

Initial Service Period - The minimum length of time for which a Customer is obligated to pay for service, facilities, and equipment, whether or not retained by the Customer for such minimum length of time.

Installation Charge - See Service Connection Charge.

Local Service Area - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each Message.

Message - A completed communication between two telephone numbers.

Minimum Contract Period - The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

Move Charge - Service charges a Customer is required to pay when, at the Customer's request, the Customer's service is continued under the same or superseding Contract at a different location on the same Premises.

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Shirley P Manning
President

Network Interface - A specifically designated standard FCC Registration Program jack that is installed by the Telephone Company as part of the Access Line on a Customer's Premises at a location determined by the Company which is accessible to the Customer; or similar device provided by the Customer on the Customer's side of the protector in the vicinity of the protector and accessible to the Customer. The Network Interface is located on the Customer's Premises and serves as the point of connection for all Premises services to the telecommunications network.

Premises - The buildings, portion or portions of a building or buildings on Continuous Property used and/or occupied at one time by the Customer in the conduct of this business or as a residence.

Provider of Last Resort Retail Service - A retail service taken by a customer of the Company that consists of Residential Economy Service, Residential Premium Service, Business Economy Service, or Business Premium Service as set forth in this Schedule.

Schedule - The rates, charges, rules, regulations, and separately filed franchise area maps adopted and filed by the Company and approved by the Maine Public Utilities Commission.

Service Connection Charge - The charge or charges that apply to the establishment of telephone service or subsequent modifications to that service. For example, Service Connection Charges include: 1) Initial Connection Charge, 2) Secondary Service Order Charge, and 3) Central Office Work Charge (see Section 3).

Serving Exchange - The Exchange in which the serving Central Office is located.

Subscriber - See Customer.

Switch - A unit of dial switching equipment which provides interconnection between Station lines or Trunks.

Tariff - See Schedule.

Telephone Company - See Company.

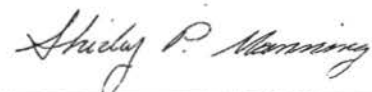
Termination Charge - A charge applied under certain conditions, when a Contract for service is terminated by the Customer before the expiration of the Minimum Contract Period.

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Shirley P Manning

President

GENERAL PROVISIONS

2.1 Compliance With Commission Rules

Lincolnvile Networks, Inc. agrees to comply with all Rules of the Maine Public Utilities Commission to the extent they apply to Provider of Last Resort service, including but not limited to:

- Chapter 110: Rules of Practice and Procedure;
- Chapter 120: Filing Requirements for Rates, Terms and Conditions;
- Chapter 130: Safety and Accident Reporting;
- Chapter 140: Utility Service Area and Infrastructure Maps;
- Chapter 200: Reporting Requirements for Telecommunications Carrier's Service Outages;
- Chapter 210: Uniform System of Accounts for Telephone Utilities;
- Chapter 285: Maine Telecommunications Education Access Fund;
- Chapter 288: High Cost Universal Service Fund;
- Chapter 290: Standards for Billing, Credit and Collection and Customer Information;
- Chapter 296: Selection of Preferred Telecommunications Carriers and the Imposition of Preferred Carrier Freezes;
- Chapter 297: Anti-Cramming Rule;
- Chapter 870: Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Checks;
- Chapter 880: Attachment to Joint-Use Utility Poles; Determination and Allocation of Costs; Procedure;
- Chapter 89: Confidentiality of Customer Records;
- Chapter 895: Underground Facility Damage Prevention Requirements.

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Shirley P Manning

President

2.2 Application of Terms and Conditions.

- A. The terms and conditions set forth herein apply to intrastate retail provider of last resort service furnished within the State of Maine by Lincolnton Networks, Inc., hereinafter referred to as the Company, subject to the jurisdiction of the Maine Public Utilities Commission.

Exchanges Served by Lincolnton Networks, Inc.
Lincolnton
Lincolnton Beach

- B. When services are provided in part by the Company and in part by other companies, the terms and conditions of the Company apply to that portion of the service furnished by the Company.

2.3 Equipment Provision

- A. Company shall own the Network Interface and any associated facilities for provisioning service to a customer location.
- B. No equipment, apparatus, Circuit, or device not furnished by the Company shall be directly attached or connected electrically with the facilities furnished by the Company, except as provided in this Schedule, or otherwise authorized in writing by the Maine Public Utilities Commission. In no event may any equipment, apparatus, or device be connected in any manner with the facilities furnished by the Company unless the connection of such equipment, apparatus, or device complies with the provisions of Part 68 of the Rules of the Federal Communications Commission. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to terminate the service.
- C. The provisions of the preceding shall not be construed or applied to bar a Customer from using devices which serve the Customer's convenience in the Customer's use of the facilities of the Company provided any such device so used does not:
1. Endanger the safety of the Company employees or the public;
 2. Damage, require change in or alteration of, or involve direct

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Shirley P Manning
President

electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Schedule;

3. Interfere with the proper functioning of such equipment or facilities;
 4. Impair the operation of the communication system;
 5. Otherwise injure the public in its use of the Company's services.
- D. Except as otherwise provided in this Schedule, nothing herein shall be construed to permit the use of a recording device, or of a device to interconnect any line or Channel of the Company with any other communication line or Channel of the Company or of any other person.

2.4 Minimum Contract Period

- A. Except as specified elsewhere in this Schedule, the Minimum Contract Period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
- B. The Company may require a Contract period longer than one month at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service.

2.5 Abuse or Fraudulent Use of the Service

- A. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
1. The use of service or facilities of the Company to transmit a Message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for such service;
 2. The obtaining, or attempting to obtain, or assisting another to

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Shirley P Manning
President

obtain or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;

3. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 4. The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other Customers; and/or
 5. The impersonation of another.
- B. Service may be discontinued if there is abuse or fraudulent use of service as outlined in 2.5.A.

2.6 Use of the Service for Unlawful Purposes

The service is furnished subject to the condition that it shall not be used for any unlawful purposes. If Company determines that customer is using service provided by the Company for unlawful purposes, Company reserves the right to disconnect Customer's service. Any Customer whose service is to be discontinued will be notified by the Company of that Customer's or applicant's right to bring a complaint before the Maine Public Utilities Commission to determine whether or not such service is being used in violation of this rule. Upon complaint to the Commission by any applicant or Customer who is affected by the refusal of discontinuance of service in accordance with this rule, such service shall be provided, continued or restored if the Commission shall determine that the service has not been used in violation of this rule.

2.7 Telephone Numbers

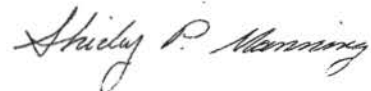
- A. Customer has no ownership right for, or property right to, the telephone number associated with the service provided pursuant to this Schedule nor any right to continuance of service through any particular Central Office.
- B. Company reserves the right to change the Customer's telephone number or

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Shirley P Manning

President

the Central Office associated with such number, or both, upon 30 days written notice, as may be required for the proper conduct of its business.

2.8 Maintenance and Repair Obligations

- A. Whenever it is determined that the Customer is responsible for damage to or loss of Telephone Company-provided equipment, the Customer will be billed for the Cost of such equipment. Customer shall not be deemed responsible for acts of God or unavoidable accidents.
- B. Access to Customer's Premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.9 Directory Listings

If the Company publishes a telephone directory, the Company will include a single listing within the published directory indicating the name, address, and telephone number of each Provider of Last Resort Retail Service customer. Customers who do not wish to be listed in the Company's published directory or who wish to be listed in a manner other than the standard format provided by the Company may obtain a modification of their directory listing by entering into an alternate listing agreement with the Company pursuant to the Rates, Terms and Conditions set forth on the Company's publicly accessible web site.

2.10 Line Extensions

In the event a customer location requires a line extension to connect the customer location to the public switched telephone network, Company shall provide such a line extension pursuant to the Rates, Terms and Conditions for Line Extensions set forth on the Company's publicly accessible web site.

2.11 Interest Rates


Company shall charge the maximum interest rate authorized pursuant to Chapter 870 of the Commission's Rules for any Deposits, Late Payments, or Returned Checks associated with a customer's Provider of Last Resort Retail Service.

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Proposed Effective Date: August 30, 2012

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Shirley P Manning

President

2.12 Limitation of Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the Customer shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur, based upon these factors being reported to the Company's Repair Department and allowance of 24 hours for repairs.
- B. The Customer indemnifies and saves the Company harmless against the following:
1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 2. Any defacement or damage to the Customer's Premises resulting from the existence of the Company's instruments, apparatus and associated wire on such Premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
 3. Any accident, injury or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.
 4. Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.
 5. Liability for failure to provide service (as per Section 2.12.A).

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Docket No.: 2012-00390



Shirley P Manning

President